

**2004-2005 INNOVATIVE WASTE REDUCTION AND RECYCLING GRANT AGREEMENT
FOR STATE ASSISTANCE UNDER SECTION 403.7095, FLORIDA STATUTES**

PART I - GRANT NOTIFICATION INFORMATION

1. Grant Agreement Number: IG05-03
2. Date of Award: Execution
3. Grant Title: **INNOVATIVE WASTE REDUCTION AND RECYCLING GRANT**
4. Grant Period: **October 1, 2004 or Execution (whichever is later) – November 30, 2005**
5. Grant Amount: \$150,000
6. Grantee Match Amount: \$117,000
7. CSFA # and Project Name: 37.050/Innovative Waste Reduction and Recycling Grant
8. Issuing Office:

Florida Department of Environmental Protection
Bureau of Solid and Hazardous Waste
Waste Reduction Section (MS 4570)
2600 Blair Stone Road
Tallahassee, Florida 32399-2400
(850) 245-8716
9. Grantee(s): **Leon County**

Address: 7550 Apalachee Parkway
Tallahassee, Florida 32311
10. Grantee Fiscal Year End: September 30, 2004
11. Federal Employer Identification Number: 59-6000708
12. Grantee's Authorized Representative:

Name: Jane G. Sauls
Title: Chairman, Board of County Commissioners
Phone: 850/ 488-9962
13. Grantee's Grant Manager:

Name: Nancy Paul
Title: Recycling Coordinator
Address: 7550 Apalachee Parkway
Tallahassee, Florida 32311
Phone: 850/ 488-9346
14. Department's Grant Manager:

Name: Laurie Tenace
Title: Environmental Specialist
Address: 2600 Blair Stone Road MS 4570, Tallahassee, Florida 32399
Phone: 850/245-8759

PART II – GRANT CONDITIONS**GENERAL CONDITIONS:**

15. The Florida Department of Environmental Protection (hereinafter referred to as the "Department" or "DEP") does hereby enter into an Innovative Waste Reduction and Recycling Grant Agreement with Leon County (hereinafter referred to as "Grantee" or "Recipient") to conduct the project described in **Attachment A - Project Work Plan, Attachment B - Grant Proposal, and Attachment C - Certification by Engineer or Other Qualified Professional**, attached hereto and made a part hereof.
16. The method of payment, for the period beginning upon Agreement execution through **November 30, 2005**, will be on a reimbursement basis for direct costs only. Grant funds may be expended through **November 30, 2005**.
17. The Grantee shall submit reimbursement requests on a quarterly basis. An original of the reimbursement request, with summaries and appropriate contracts attached, shall be due on the 15th day of the month following the end of the quarterly reporting period. For purposes of this Agreement, the term "quarterly" shall represent the calendar quarters ending March 31st, June 30th, September 30th, and December 31st. Each reimbursement request shall be submitted in detail sufficient for pre-audit and post-audit review. A final reimbursement request must be submitted no later than **December 31, 2005**.
18.
 - A. The Grantee shall submit an original and two copies of **Attachment D – Payment Request Summary Form**, attached hereto and made a part hereof, in conjunction with the required progress report to the DEP Grant Manager. Five percent (5%) of each request, up to a maximum of five percent (5%) of the total Grant amount shall be withheld until the final report has been received and accepted by the Department. Reimbursement requests must be signed by the Grantee's designated authorized representative. This should be the same person who signed the Grant Agreement. If there is a change in the authorized representative during the Grant period, the Department must be notified in writing.
 - B. In addition to the requirements in the paragraph above, the Department requests proof of a transaction (invoice, payroll register, etc.) with each reimbursement request to evaluate the appropriateness of costs to the Grant Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. The Grantee is required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Grant Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.dbf.state.fl.us/aadir/reference_guide.
 - C. Pursuant to Section 216.346, F.S., it is understood and agreed that the amount of compensation under this Agreement for the Grantee's (and any sub-grantees) indirect administrative or overhead expenses shall not exceed five percent (5%) of the total direct costs.
 - D. Travel expenses incurred are included in the amount of this Grant and no additional travel expenses will be authorized. Any requests for reimbursement of travel expenses must be submitted in accordance with Section 112.061, Florida

Statutes. The travel forms can be found at
http://www.dep.state.fl.us/admin/forms/FinAcct_forms.htm.

- E. Progress reports shall be submitted in conjunction with reimbursement requests and shall clearly describe the activities undertaken during the reporting period, activities anticipated for the next reporting period, problems encountered, problem resolutions, a financial summary of the project (including matching and in-kind services), and any schedule updates. In addition to the progress reports required above, the Grantee shall submit the deliverables specified in **Attachment A – Project Work Plan**. The Grantee shall submit a final project report (as described in paragraph 19, below) no later than thirty (30) days following the completion date of this Agreement. Upon receipt and approval of all deliverables specified herein and an invoice requesting payment, the Department will release all funds retained pursuant to 18.A above.
- F. The State of Florida's performance and obligation to pay under this Grant Agreement is contingent upon receipt of funds presently anticipated from the Florida Department of Revenue and an annual appropriation by the Legislature.
19. The Grantee's final report should be presented in a technical or scientific manner. It should be able to stand on its own so individuals with first time knowledge of the project might understand it. The final report shall be submitted in hardcopy and MS Word or PDF electronic format and include, but not be limited to, the following information:
- A. An introduction briefly describing the project and the contents of the final report. It should also include, but not be limited to, the following:
1. The background of how this project came about.
 2. The objectives or goals of the project.
 3. What made this project innovative?
 4. The proposed audience and date for the formal presentation about the project at an appropriate state or national workshop. Are any published articles in recognized trade journal or professional journals planned?
- B. The implementation of the project including, but not limited to, the following:
1. What equipment and/or services were purchased and how it was utilized.
 2. A description of the various elements or components and a project timeline.
 3. Problems encountered during the project and how they were resolved or addressed.
- C. The project results including, but not limited to, the following:
1. How the objectives or goals were or were not met for this project.
 2. How this project demonstrated or utilized advanced technologies or processes, which are not in common use on a statewide basis in jurisdictions of similar size or demographics.
 3. How this project led to greater quantities of recovered materials and/or created a product that is more recyclable and/or marketable.
 4. The transferability of the technology or processes realized from this project and how it was or will be applicable to other communities, businesses or individuals.
 5. A detailed analysis and discussion of how this project resulted in substantial improvements in recycling program cost effectiveness and

- efficiency as measured against statewide average costs for the same or similar programs. Include the following:
- a. Total dollar figures of the various elements or components of the project, including administration, equipment, operations, advertising, education and any other expenses incurred during the project.
 - b. Project expenditures categorized for both the public versus private sectors and the sources of project funding comparing the county (including in-kind services) versus the innovative grant.
 - c. Tipping fees avoided as a result of waste diversion/reduction.
 - d. A cost/benefit ratio for the project comparing the cost of project versus the benefits that were achieved. Include any assumptions made in deriving this information. Discussion should include the following:
 1. Avoided material tonnages and space (in cubic yards) at area landfills.
 2. Possible impacts made conserving natural resources.
 3. Cost per capita and per ton of specific material(s) recovered or recycled as part of this project.
 - e. How the project has collected and recycled nontraditional materials, and enhanced their marketability and availability to end markets.
20. The Grantee shall maintain accurate records of all expenditures of Grant funds and shall assure that these records are available at all reasonable times for inspection, review or audit by Department personnel and other personnel authorized by the Department. Records shall be kept for a period of at least 5 years following the end of the Grant period. The Grantee agrees that it will expeditiously initiate and complete the program work for which assistance has been awarded under this Grant Agreement in accordance with all applicable provisions of Florida Statutes and the Florida Administrative Code. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
21. In addition to the provisions contained in the paragraph above, the Grantee shall comply with the applicable provisions contained in **Attachment E**. A revised copy of **Attachment E**, Exhibit-1, must be provided to the Grantee with each amendment which authorizes a funding increase or decrease. The revised Exhibit-1 shall summarize the funding sources supporting the Grant Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. If the Grantee fails to receive a revised copy of **Attachment E**, Exhibit-1, the Grantee shall notify the Department's Grant Manager at 850/245-8716 to request a copy of the updated information.
22. The Department has the right to terminate a Grant award and demand refund of Grant funds for non-compliance with the terms of the award. Such action may also result in the Department declaring the Grantee ineligible for further participation in the program until the Grantee complies with the terms of the Grant award.
23. When applicable, the Grantee shall obtain all necessary construction-related permits before initiating construction.
24. A. The Grantee may subcontract work under this Agreement with the prior written consent of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred

under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. The Department will be glad to furnish a list of minority owned businesses for consideration in subcontracting opportunities.
 - C. The Grantee must comply with the applicable requirements of Section 287.055, F.S., when acquiring professional services (professional engineers, architects, landscape architects, and/or survey and mappers).
 - D. The Grantee shall acquire all contractual services and/or commodities utilizing procurement methods comparable to those described in Chapter 287, F.S.
- 25. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
 - 26. Pursuant to section 216.347, Florida Statutes, the Grantee is prohibited from using Grant funds for the purpose of lobbying the Legislature, the judicial branch, or a State Agency.
 - 27. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Grant Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Grant Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
 - 28. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.
 - 29. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
 - 30. The Grantee covenants that it presently has no interest and shall not acquire any interest, which would conflict in any manner or degree with the performance of services required.
 - 31. Upon satisfactory completion of this Grant Agreement, the Grantee may retain ownership of the equipment purchased under this Grant Agreement. However, the Grantee shall complete and sign a Property Reporting Form, provided as **Attachment F**, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:

- A. The Grantee shall have use of the equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
 - B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.
 - C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.
 - D. The Grantee shall report the inventory of the equipment, on an annual basis, no later than January 31st for each year this Agreement is in effect.
 - E. The equipment may be leased or loaned to a private business, if necessary for the project.
 - F. For a period of three years following the completion date of this Grant Agreement, the Grantee shall maintain ownership of all equipment purchased with funds from this Grant, shall list said equipment purchases on its property inventory, and shall assure that said equipment is used exclusively in some recycling capacity in the State of Florida. Within the above stated three-year period, the Grantee may sell the equipment for fair market value provided that the proceeds of such sale are returned to the Department.
 - G. A "release of lien" for any structures built or purchased with grant funds must be provided to the Department with the final report. Any site containing state purchased equipment must provide records disclosure/access to state auditors.
32. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Grant Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
33. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a Grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
34. This Grantee shall comply with all applicable federal, state and local rules and regulations in conducting the project funded under this Grant Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state

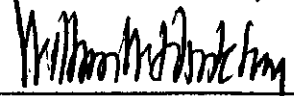
- and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Grant Agreement.
35. Land acquisition is not authorized under the terms of this Agreement.
36. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, task timeline within current authorized Agreement period, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
37. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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PART III - OFFER AND ACCEPTANCE

The State of Florida, acting by and through the Department of Environmental Protection, hereby offers assistance to the county of Leon for all allowable costs incurred up to and not exceeding \$150,000.

STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION:

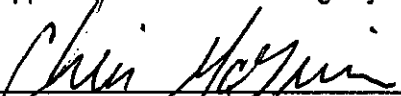


William W. Hinkley, Chief
Bureau of Solid & Hazardous Waste

10/1/04

Date

Approved as to form and legality:



DEP Program Attorney
[The Procurement Section recommends an original signature on all Agreements not a canned statement with sign off of template.]

9/30/04

Date

In accepting this award and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient county, and (2) the recipient agrees to the general and special conditions.

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT COUNTY:

Signature of Authorized Representative
Name:
Chairman, Board of County Commissioners

Date

Please return to:

Department of Environmental Protection
Bureau of Solid and Hazardous Waste
Waste Reduction Section - M.S. # 4570
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

List of attachments/exhibits included as part of this Agreement:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description (include number of pages)</u>
Attachment	A	Project Work Plan (# Pages)
Attachment	B	Grant Proposal (# Pages)
Attachment	C	Certification by Engineer or Other Qualified Professional (# Pages)
Attachment	D	Payment Request Form (1 Page)
Attachment	E	Special Audit Requirements (5 Pages)
Attachment	F	Property Reporting Form (1 Page)
Attachment	G	Quality Assurance Requirements (10 Pages)

ATTACHMENT D

PAYMENT REQUEST SUMMARY FORM

GRANTEE: Leon COUNTY

GRANTEE'S GRANT MANAGER:

DEP AGREEMENT NO.: IG05-03

Nancy Paul

PAYMENT REQUEST NO.: _____

DATE OF REQUEST: _____

PERFORMANCE PERIOD

COVERED: _____

AMOUNT REQUESTED THIS
PERIOD: _____

TOTAL MATCHING

FUNDS REQUIRED: _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS	MATCHING FUNDS
Salaries	\$	\$	\$
Fringe Benefits	\$	\$	\$
Travel (if authorized)	\$	\$	\$
Subcontracting:			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Equipment Purchases*	\$	\$	\$
Supplies/Other Expenses	\$	\$	\$
TOTAL INVOICES SUBMITTED	\$	\$	\$
Less 5% (unless final invoice)	\$		
Amount Retained (for final invoice only)	\$		
Total Reimbursement Requested	\$		
Less Total Cumulative Payments of:	\$		
TOTAL REMAINING IN GRANT	\$		

*Single purchases over \$1,000. See Attachment F

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above-cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name Nancy Paul	Print Name
Telephone Number 850/ 488-9346	Telephone Number

ATTACHMENT E
SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 (\$500,000 for fiscal years ending after 12/31/03) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after 12/31/03) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after 12/31/03) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes.

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the State financial assistance expended in its fiscal year, the recipient shall consider all sources of State financial assistance, including State financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$300,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$300,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <http://state.fl.us/fsaa/catalog> or the Governor's Office of Policy and Budget website located at <http://www.myflorida.com/myflorida/government/contacts/opbOffice.html> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, Governor's Website <http://www.myflorida.com/>, Department of Financial Services' Website <http://www.dbf.state.fl.us/> and the Auditor General's Website <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(7)(m), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program Number	Federal Agency	CFDA	CFDA Title	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Solid Waste Management Trust Fund – GAA Line Item 1741	2004-2005	37.050	Innovative Waste Reduction and Recycling Grants		140134

Total Award					

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://state.fl.us/fsaa/catalog>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

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ATTACHMENT F

PROPERTY REPORTING FORM FOR DEP CONTRACT NO. IG05-03 (For Property With Grantee/Contractor Assigned Property Control Numbers)

GRANTEE/CONTRACTOR: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above Contract. Also list all upgrades* under this contract, costing \$1,000 or more, of property previously purchased under a DEP contract (Identify the property upgraded and the applicable DEP contract on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form. The Grantee/Contractor shall establish a unique identifier for tracking all personal property/equipment purchased under this Contract and shall report the inventory of said property, on an annual basis, to the Department's Project Manager, by DEP Contract number, no later than January 31st for each year this Contract is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/CONTRACTOR ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of Invoice, bill of sale, or other documentation to support purchase.

GRANTEE/CONTRACTOR:	Grantee's/Contractor's Project Manager:	Date:
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BELOW FOR DEP USE ONLY

DEP CONTRACT MANAGER: MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRACT FILE. IF THE CONTRACT IS A COST REIMBURSEMENT CONTRACT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.

DEP Contract Manager Signature: _____

Date: _____

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.
DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.

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